

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

CRELEN CIO CHAVEZ, et al.,

No. C 09-4812 CW

Plaintiffs,

ORDER GRANTING  
MOTION FOR  
PRELIMINARY  
APPROVAL OF CLASS  
ACTION SETTLEMENT

V.

## LUMBER LIQUIDATORS, INC.

(Docket Nos. 159  
and 171)

Defendant.

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# **United States District Court**

For the Northern District of California

The Court GRANTS the parties' motion for preliminary approval of their class action settlement (Docket No. 159). It FINDS, CONCLUDES and ORDERS as follows:

15 1. Based on the Court's review of the papers and the parties'  
16 subsequent filings, the Court finds and concludes that the Joint  
17 Stipulation of Class Action Settlement (Settlement) (Docket No.  
18 172, Ex. A as amended by Docket No. 174) is the result of arm's-  
19 length negotiations between the parties and is non-collusive.

20 The Settlement has no obvious defects and falls within the range  
21 of possible approval as fair, adequate and reasonable.

22 2. The Court approves the Notice of Class Action Settlement  
23 (Notice of Settlement) (Docket No. 172, Ex. 1 as amended by Docket  
24 No. 174) for dissemination. The Court finds that the Notice of  
25 Settlement fairly, plainly, accurately and reasonably informs  
26 Class Members of the nature of the action, the identity of Class  
27 Counsel, the essential terms of the Settlement, the allocation of  
28 the Settlement fund, how to participate in the Settlement, how to

1 opt out of the Settlement, how to comment on or object to the  
2 Settlement, this Court's procedures for final approval of the  
3 Settlement and how to obtain additional information.

4 3. The Court approves the Settlement's proposed plan for  
5 distributing the Notice of Settlement. The Court finds that the  
6 plan for distribution as outlined in the Settlement is a  
7 reasonable method calculated to reach all individuals who would be  
8 bound by the Settlement.

9 4. The Court approves the joint stipulation at Docket Number 171  
10 and orders the class partially decertified following the  
11 stipulation's terms.

12 5. No later than twenty calendar days from the date of this  
13 Order, Defendant shall provide to CPT Group, the Claims  
14 Administrator, all Class Member information described in Paragraph  
15 7.2.1 of the Settlement.

16 6. No later than thirty calendar days after the date of this  
17 Order, CPT Group shall send the Notice of Settlement to the Class  
18 Members via United States first class mail.

19 7. Beginning fourteen calendar days after the date on which the  
20 Settlement documents are mailed, CPT Group shall provide to Class  
21 Counsel and Counsel for Defendant a weekly status report as  
22 outlined in Paragraph 7.2.7 of the Settlement.

23 8. Class Members have sixty calendar days from the date on which  
24 the Settlement documents are mailed to opt out of the Settlement.  
25 An opt-out request must be postmarked on or before sixty calendar  
26 days from the date the Settlement documents are mailed.

27 Alternatively, Class Members have sixty calendar days from the  
28

1 date of mailing the Settlement documents to object to the  
2 Settlement.

3 9. Prior to the final approval hearing, and at least fourteen  
4 calendar days prior to the opt out deadline, Plaintiff will move  
5 the Court for entry of an Order of Final Approval and judgment as  
6 outlined in Paragraphs 7.3.1 and 7.3.2 of the Settlement.

7 Plaintiff shall file a proposed Order of Final Approval and  
8 Judgment with the motion.

9 10. The final approval hearing is scheduled for July 19, 2016, at  
10 2:30 p.m. in Courtroom 2 of the Ronald V. Dellums Federal Building  
11 & United States Courthouse, United States District Court, Northern  
12 District of California, located at 1301 Clay Street, Oakland CA  
13 94612.

14 11. Within fifteen calendar days of the Effective Date, as  
15 defined in Paragraphs 2.13 and 2.16 of the Settlement, Defendant  
16 shall pay the amount of money necessary to fund the Settlement  
17 into the settlement fund.

18 12. Within thirty calendar days of the Effective Date, CPT Group  
19 shall issue Settlement payments to qualified Class Members in the  
20 form of a check.

21 13. Within thirty calendar days of the Effective Date, CPT Group  
22 shall pay the Court-approved attorneys' fees and costs to Class  
23 Counsel following the procedures outlined in Paragraph 7.4.5 of  
24 the Settlement.

25 14. Within thirty calendar days of the Effective Date, CPT Group  
26 shall send a check by mail for the Court-approved service payment  
27 to the Class Representative.

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1 15. Within thirty calendar days of the Effective Date, CPT Group  
2 shall send a check by mail to the California Labor Workforce  
3 Development Agency for the State's share of the PAGA penalty  
4 payment.

5 16. If after 180 calendar days following check issuance a Class  
6 Member fails to deposit his or her check and does not contact  
7 Class Counsel or CPT Group, the Class Member's settlement payment  
8 shall be transmitted to the Controller of the State of California  
9 in accordance with California's Unclaimed Property Law.

10 17. The Court shall retain jurisdiction over the implementation  
11 and enforcement of the terms of the Settlement.

12  
13 IT IS SO ORDERED.

14  
15 Dated: March 1, 2016



16 CLAUDIA WILKEN  
United States District Judge